

**UNITED STATES BANKRUPTCY COURT**  
Eastern District of California

**Honorable Ronald H. Sargis**  
Chief Bankruptcy Judge  
Modesto, California

**May 5, 2022 at 10:00 a.m.**

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**FINAL RULINGS**

1.	<a href="#"><u>22-90063-E-7</u></a> <a href="#"><u>APN-1</u></a>	RENEE MCQUADE Kathleen Crist	MOTION FOR RELIEF FROM AUTOMATIC STAY 3-24-22 <a href="#"><u>[14]</u></a>
NISSAN-INFINITI LT VS.			

**Final Ruling:** No appearance at the May 5, 2022 hearing is required.

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Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 7 Trustee, and Office of the United States Trustee on March 24, 2022. By the court’s calculation, 42 days’ notice was provided. 28 days’ notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party’s failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties’ pleadings.

<b>The Motion for Relief from the Automatic Stay is granted.</b>
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Nissan-Infiniti LT (“Movant”) seeks relief from the automatic stay with respect to an asset identified as a 2018 Infiniti Q50, VIN ending in 8245 (“Vehicle”). The moving party has provided the Declaration of Nancy Saavedra to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by Renee Sophia McQuade (“Debtor”).

Movant argues:

- a. The lease matured on January 19, 2022.
- b. Debtor remains in possession of the property.
- c. The remaining sums due and owing under the Contract are \$28,737.82.
- d. Debtor filed a statement of intention to surrender the property.
- e. Debtor is in default under the terms of the Contract.
- f. Debtor failed to provide valid, written proof of the insurance coverage for the property, in violation of the terms of the Contract and in violation of applicable laws in the State of California.

Movant provided a copy of the contract (Exhibit A, Dckt. 17), Certificate of Title (Exhibit B, Dckt. 17), and Debtor’s Statement of Intention to Surrender (Exhibit C, Dckt. 17), all of which evidence Movant holds title to the Property, the lease expired in January, and Debtor intends to surrender it.

Based upon the evidence submitted, the court determines that there is no equity in the Property for either Debtor or the Estate. 11 U.S.C. § 362(d)(2).

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, to exercise its rights to obtain possession and control of the Property, including unlawful detainer or other appropriate judicial proceedings and remedies to obtain possession thereof.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Nissan-Infiniti LT (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and all other creditors having lien rights against the Vehicle, under its security agreement, loan documents granting it a lien in the asset identified as a 2018 Infiniti Q50, VIN ending in 8245 (“Vehicle”), and applicable nonbankruptcy law to obtain possession of, nonjudicially sell, and apply proceeds from the sale of the Vehicle to the obligation secured thereby.

No other or additional relief is granted.